

Delaware Co Sheriff's Dept AFSCME Council 61

7/1/2006 6/30/2007

Collective Bargaining Agreement

between

**The Delaware County
Sheriff's Department**

and

**The American Federation of State,
County, and Municipal Employees,
AFL-CIO, Local 1835**

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PUBLIC EMPLOYMENT
RELATIONS BOARD

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July 1, 2006 through June 30, 2007

INDEX BY ARTICLE

	<u>Page</u>
ARTICLE 1: Recognition	1
ARTICLE 2: Contract Terms	2
ARTICLE 3: Nondiscrimination	4
ARTICLE 4: Rights of Employer	4
ARTICLE 5: No Strike - No Lockout.....	5
ARTICLE 6: Union Committee and Stewards	6
ARTICLE 7: Hours of Work and Overtime	7
ARTICLE 8: Seniority	11
ARTICLE 9: Promotions and Transfers	12
ARTICLE 10: Layoff and Recall	12
ARTICLE 11: Rest Periods	13
ARTICLE 12: Grievance Procedure	13
ARTICLE 13: Mediation and Impasse Procedure Contract Reopening.....	18
ARTICLE 14: Leaves of Absence	19
ARTICLE 15: Illness and Injury Leave and Sick Leave Pay Accrual	23
ARTICLE 16: Maternity Leave.....	27
ARTICLE 17: Bereavement Leave	28
ARTICLE 18: Paid Holidays	29
ARTICLE 19: Vacations	31
ARTICLE 20: Pay Periods	33
ARTICLE 21: Bulletin Boards.....	33
ARTICLE 22: Safety.....	34
ARTICLE 23: Discipline	34
ARTICLE 24: Work Rules.....	35

ARTICLE 25: Job Classifications and Wage Rates.....	35
ARTICLE 26: Check-Off	35
ARTICLE 27: Insurance.....	37
ARTICLE 28: Uniforms and Accessories	38
ARTICLE 29: Jury Duty.....	39
ARTICLE 30: Separability and Savings.....	40
ARTICLE 31: Term.....	41
APPENDIX "A"	Unnumbered

INDEX BY TOPIC

	<u>Page</u>
ARTICLE 17: Bereavement Leave	28
ARTICLE 21: Bulletin Boards	33
ARTICLE 26: Check-Off	35
ARTICLE 2: Contract Terms	2
ARTICLE 23: Discipline	34
ARTICLE 12: Grievance Procedure	13
ARTICLE 7: Hours of Work and Overtime	7
ARTICLE 15: Illness and Injury Leave and Sick Leave Pay Accrual	23
ARTICLE 27: Insurance	37
ARTICLE 25: Job Classifications and Wage Rates	35
ARTICLE 29: Jury Duty	39
ARTICLE 10: Layoff and Recall	12
ARTICLE 14: Leaves of Absence	19
ARTICLE 16: Maternity Leave	27
ARTICLE 13: Mediation and Impasse Procedure at Contract Reopening	18
ARTICLE 5: No Strike - No Lockout	5
ARTICLE 3: Nondiscrimination	4
ARTICLE 18: Paid Holidays	29
ARTICLE 20: Pay Periods	33
ARTICLE 9: Promotions and Transfers	12
ARTICLE 1: Recognition	1
ARTICLE 11: Rest Periods	13
ARTICLE 4: Rights of Employer	4
ARTICLE 22: Safety	34

ARTICLE 8: Seniority	11
ARTICLE 30: Separability and Savings	40
ARTICLE 31: Term.....	41
ARTICLE 28: Uniforms and Accessories	38
ARTICLE 6: Union Committee and Stewards	6
ARTICLE 19: Vacations	31
ARTICLE 24: Work Rules.....	35
APPENDIX "A"	Unnumbered

AGREEMENT

AGREEMENT entered into by **DELAWARE COUNTY, IOWA** (Employer) and **LOCAL 1835, Affiliated With The AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO** (Union), for the purpose of promoting harmonious relations between the Employer, its bargaining unit employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions relating to negotiable items as set forth under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act.

ARTICLE 1 **RECOGNITION**

1. The Employer recognizes the Union as the exclusive bargaining representative for its bargaining unit employees as identified in paragraph 2 hereof with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, grievance procedure, check off and such other matters as have been mutually agreed upon and specifically set forth herein.

2. The bargaining unit for the purposes of this Agreement consists of all employees of the Delaware County Sheriff's Department, including sergeants, deputies, and jailers; but excluding therefrom the Sheriff, Chief Deputy, Jail Administrator, confidential secretary, supervisory employees and all others excluded under Section 4 of the Act.

ARTICLE 2 **CONTRACT TERMS**

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

ACT - The Iowa Public Employment Relations Act, as amended.

ANNIVERSARY DATE - The anniversary of the calendar date of the employee's last date of hire.

BARGAINING UNIT - Employees within the bargaining unit recognized by the Employer and defined in Article 1, Recognition, paragraph 2 hereof.

BOARD - The members of the Delaware County Board of Supervisors.

COUNTY - Delaware County, Iowa.

DEPARTMENT HEAD - Delaware County Sheriff, or designee.

EMPLOYEE - Any person within the bargaining unit employed by the Employer on a continuing regular full time basis, i.e., working thirty-seven and one-half (37½) hours or more per week.

PART-TIME EMPLOYEE - Any person within the bargaining unit employed by the Employer on a continuing part time basis anticipated by the Employer to extend for a period of six (6) months or more, i.e., working less than thirty-seven and one-half (37½) hours per week. Part-time employees receive no fringe benefits except for (a) holiday pay on a pro rata basis paid personal days as provided for in Article 18 - Paid Holidays, (b) the option to carry the Employer's group health insurance as provided for in Article 27 -Insurance, and (c) accrual of sick leave benefits as provided for in Paragraph 1 of Article 15 - Illness and Injury Leave and Sick Leave Pay Accrual. Part time employees do not receive paid bereavement leave, paid vacations, or any other fringe benefit except as specifically provided for in this Agreement.

TEMPORARY EMPLOYEE - Any person within the bargaining unit employed by the Employer on a full time or part time basis anticipated by the Employer to extend for a period of less than six (6) months.

EMPLOYER - Delaware County, Iowa, acting through its Board of Supervisors, County Sheriff, department heads or other persons designated by the Board of Supervisors to act on its behalf.

GENDER - Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to employees are intended and do apply to employees of both gender.

IMMEDIATE FAMILY - The employee's spouse, father, mother, children (including stepchildren living in the employee's home), brother, sister, grandparent, mother and father-in-law, sister and brother-in-law (i.e., the spouse of the employee's brother/sister or the brother/sister of the employee's spouse).

PERB - The Iowa Public Employment Relations Board.

UNION - Local No. 1835 of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 3 **NONDISCRIMINATION**

1. Neither the Employer nor the Union shall engage in unfair employment practices whereby any person may be unlawfully discriminated against because of the age, race, creed, color, sex, national origin, religion or disability of such person.

2. Neither the Employer nor the Union shall discriminate against or interfere with, restrain or harass any employee with respect to his rights under the Act or in order to prevent or discourage his exercise of any such right.

ARTICLE 4 **RIGHTS OF EMPLOYER**

Except to the extent specifically provided to the contrary in this Agreement, and/or as limited or otherwise provided under Chapter 341A of the Iowa Code (Civil Service for Deputy County Sheriffs) the Employer retains, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or

special Act, the exclusive power, duty and right to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the County; discipline, suspend or discharge employees for proper cause; issue and enforce rules relating to employee conduct and discipline; maintain the efficiency of its governmental operations; schedule working hours; require overtime work; determine employee job qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be contracted out or performed by the bargaining unit employees; change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out its mission as a public employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to it by law.

ARTICLE 5
NO STRIKE - NO LOCKOUT

The parties hereby affirm their good faith, one to the other, and agree that the Employer will not engage in a lockout as prohibited under Section 10 of the Act, and the Union will not engage in a strike or picketing as prohibited under Sections 10 and 12 of the Act.

ARTICLE 6
UNION COMMITTEE AND STEWARDS

1. There shall be a Labor-Management Committee composed of not more than two (2) representatives from the Union and a like number of representatives from the Employer. There shall also be an adequate number of Union Stewards to service this Agreement, but not more than two (2). Union representatives shall be elected from the bargaining unit.

2. Regular meetings between the Labor-Management Committee and the Sheriff shall be held once each month on a date to be mutually agreed to by the parties. Such meetings shall be at least one-half (1/2) hour during regular scheduled work hours with pay and shall be for one (1) hour unless extended by mutual agreement. Each party shall submit a written agenda to the other not less than two (2) work days prior to each meeting setting forth the items it wishes to discuss at the meeting.

3. Any Union business which of necessity must be performed during regular working hours shall be permitted after advance approval has been obtained from the Sheriff and shall be accomplished in such a manner as to avoid unnecessary interference with department operations and the performance of any employee's job duties.

4. Three (3) hours shall be the maximum amount of time that the Union Chief Steward may spend on Union business during working hours in any one (1) work week.

5. The Union shall advise the Employer in writing as to its Council #61 Representative assigned to represent the bargaining unit. Such Union Representative may visit bargaining unit work areas or job sites to verify Employer compliance with the Agreement and for other Union business matters, provided, however, that before doing so he shall first notify the Sheriff of his presence and purpose and conduct his activities in such a manner as to not interfere with the Employer's operations.

ARTICLE 7
HOURS OF WORK AND OVERTIME

1. The Employer shall establish and post uniform hours of work within work groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. Except in emergency situations, two (2) weeks notice will be given to affected employees of a change in the schedule of hours to be worked. The normal work week for deputies and sergeants will be four (4) consecutive ten (10) hour days within any Monday through Sunday period. However, during emergency situations the Sheriff may require five (5) consecutive eight (8) hour work shifts to meet service needs. There will be a one-half (1/2) hour paid meal period. The normal work week for the full time jailer will be forty (40) hours. Part time jailers will be scheduled as needed.

Regular patrol shift openings occurring as the result of vacancies and/or changes in shift hours by the Sheriff will be offered to deputy sheriffs by seniority. Formal posting of such openings is not required.

In December of each year, the Sheriff will offer all bargaining unit employees a chance to bid on existing shifts to start on January 1. The Employer will honor the shifts selected, except for purposes of training (up to ninety (90) days); direct supervision (up to thirty (30) days); medical requirements or other significant events which require adjustment of operations.

2. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or of the number of days of work per week. However, the normal work day and week will generally be followed except when budgeting limitations and/or lack of work due to weather conditions would prohibit the Employer from following the normal schedule. If the Sheriff or designee informs an employee not to report to work but to remain on standby, the employee will be considered in pay status. Otherwise, if the employee is unable to report to work, the employee shall use vacation or personal day for pay.

3. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work. The Employer will provide advance notice of overtime to the extent the circumstances permit. It is understood that an employee will be excused

from overtime for good cause. However, in such situations the nature of the work and the responsibility to the public will be considered.

4. Overtime will be assigned as conditions require. However, when deemed feasible, consideration will be given to employees who have advised the Sheriff in writing of a desire to be called for overtime work providing such volunteer employees are fully qualified to perform the work required and are readily available to work the available overtime.

5. Time and one-half ($1\frac{1}{2}$) an employee's regular straight hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) work week. Those hours during such workweek for which the employee receives holiday pay, vacation pay, or sick leave pay will be considered hours worked for the purpose of computing weekly overtime pay.

6. An employee called in to work, after completing his work shift and returned home, will be credited with a minimum of two (2) hours work. The same shall apply to an employee called in prior to his regular starting time who continues working into his regular work shift.

7 No employee shall perform work outside of his regularly scheduled work hours or on any kind of an overtime basis without the prior approval of the Sheriff except in emergency situations where the work is necessary and the Sheriff is not readily available.

8. In the event the Employer requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

9. Employees may have secondary employment during non-working hours with the approval of the Sheriff. Such approval shall not be unreasonably withheld.

10. Employees subpoenaed to appear in Court outside their scheduled shift will receive a minimum of two (2) hours pay at the appropriate rate unless notified of a cancellation of the appearance at least twelve (12) hours prior to the scheduled Court appearance. Notification will be accomplished by the subpoenaed deputy contacting the Sheriff's office sometime between the twelfth (12th) and fourteenth (14th) hours prior to the hour set for the Court appearance. Unless advised by the Sheriff's office that the Court appearance has been canceled, the deputy shall appear for duty as subpoenaed and paid for two (2) hours at his regular hourly rate. If the Court appearance is canceled, the deputy will promptly contact the Sheriff's office where he will either be assigned two (2) hours of work or relieved of duty. In either case he will receive the two (2) hours pay. The two (2) hours guaranteed minimum Court appearance pay provided under this section does not apply to each individual appearance but to the total combined subpoenaed Court appearances on any given day.

ARTICLE 8
SENIORITY

1 Seniority is the length of an employee's continuous service within the Sheriff's Department since the employee commenced work after his last date of hire.

2. A new employee shall be on probation and have no seniority rights for a period of six (6) months from the date he commences work and, if retained, his seniority shall be calculated from the date he commenced work. Non-certified deputies shall remain on probation until certified but not longer than twelve (12) months unless otherwise agreed by the Union and Sheriff

3. The Employer will provide the Union upon written request with a seniority list of employees within the bargaining unit. Such list shall be reviewed and updated each six (6) months. Objections to the list must be filed as a grievance within ten (10) work days of receipt by the Union. Unless such objections are timely filed the list shall be deemed correct and binding for the balance of that posting.

4. An employee shall lose his seniority rights and his employment automatically terminated if he: (a) quits or retires; (b) is discharged for proper cause; (c) engages in other work (without the Employer's prior knowledge and approval) while on leave of absence or misrepresents the reason for obtaining leave of absence; (d) is absent for one (1) work day without notice to the Employer unless evidence satisfactory to the Employer is presented clearly establishing that the employee was physically

unable to give such notice; (e) fails to report ready for work at the end of the leave of absence; (f) fails to report ready to work within ten (10) calendar days after having been notified to return to work following layoff; (g) is laid off out the door for a period exceeding twelve (12) continuous months.

ARTICLE 9 **PROMOTIONS AND TRANSFERS**

1 The provisions of Chapter 341A.8 of the Iowa Code, as amended, shall apply to appointments to and promotions to both classified and unclassified bargaining unit employees except that the Sheriff shall assume the position of the Civil Service Commission with regard to non-classified employees.

2. Certified employees desiring a transfer to a different division (other than the jail) within the Sheriff's department will so notify the Sheriff in writing and will be considered for the next true vacancy in the desired division.

ARTICLE 10 **LAYOFF AND RECALL**

1 Layoff will be according to seniority in the job affected. Employees being laid off may bump the employee with the least seniority in any other job provided they have the seniority to do so and are fully qualified, certified and able to then perform all of the job duties of the employee to be bumped under normal supervision.

2. An employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his last

address as shown on the Employer's records. Any employee so called back to work who fails to report ready for work within ten (10) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his seniority rights. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his current address and phone number

3. Employees on layoff shall be recalled to their jobs in the reverse order of their layoff

ARTICLE 11 **REST PERIODS**

1 Employees will be allowed two (2) fifteen (15) minute paid rest periods each day; one (1) period before and one (1) period after the meal period. The periods will be whenever feasible during the middle of the half shift and will be designed to minimize disruption of work in the department and availability to meet public needs.

ARTICLE 12 **GRIEVANCE PROCEDURE**

1. Subject to the provisions of Chapter 341A of the Iowa Code, any employee grievance or dispute arising over the interpretation and application of this Agreement or any Agreement made supplementary hereto, shall be settled in accordance with the following procedure:

Step 1: The grievance or dispute shall first be taken up between the employee and the Sheriff in writing. Such written grievance shall set forth the facts involved and the specific Section or Sections of this Agreement which are alleged to have been violated. Any matter not so taken up with the Sheriff within seven (7) calendar days of the event which is the basis of the grievance or dispute within seven (7) calendar days of the date such employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration.

The matter shall be considered at the next regularly scheduled meeting between the Labor-Management Committee and the Sheriff and/or his designated representatives. The Sheriff will place his disposition on the matter within seven (7) calendar days after the close of such meeting.

The Union's Council #61 Representative may attend and participate in all matters pertaining to the grievance.

Should the Employer choose to file a grievance, it shall commence at Step 2.

Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form as provided above. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

Step 2: A grievance not settled under the preceding steps shall, at the written request of the Union or the Employer only, if made within ten (10) calendar days from the date of the meeting referred to in the last step, be submitted to arbitration. The written request for arbitration shall be directed by the complaining party to the other party. In the event neither party makes timely request for arbitration, the grievance shall be considered as satisfactorily settled on the basis of the Employer's last decision and not subject to further appeal.

The time requirements at any step of the grievance procedure may be extended by mutual agreement between the Union and the Employer. Such extension must be confirmed in writing.

Within two (2) work days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Iowa Public Relations Employment Board to submit a list of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators, from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within five (5) work days from the receipt of said list and alternately strike four (4) names from the submitted list and the person whose name is left shall be the arbitrator. Provided, however, the Union and the Employer may mutually agree that the list of proposed arbitrators submitted is

unacceptable and will thereafter jointly petition the Iowa Public Relations Employment Board for a new list of five (5) arbitrators.

The party making the first strike shall be decided by the flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this Agreement. However, he shall have no power to add to, subtract from or modify any of the terms of this Agreement or any other Agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties to the extent permitted by law. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Each party shall have equal time to present its case but no hearing shall extend beyond five (5) work days unless agreed to by the parties. The party initially requesting arbitration shall present its case first, except in the case of a disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved.

2. This grievance procedure, including arbitration, shall not apply to matters relating to the appointment, promotion, probation, permanent status and discipline of

employees subject to the provisions of Chapter 341A of the Iowa Code unless permitted by law and specifically authorized by this Agreement.

3. During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of governmental services.

4. If it is determined under the procedures set forth in this Article that a non-classified employee has been suspended or discharged without proper cause, such employee shall be entitled to reinstatement of seniority and payment for time lost. Provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.

5. It shall be the duty and responsibility of the Union representatives, the Labor-Management Committee and the stewards to make every effort to encourage employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.

6. No dispute concerning the job classifications and rates therefor shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification.

ARTICLE 13
MEDIATION AND IMPASSE PROCEDURE AT CONTRACT REOPENING

1 In the event the Employer and Union have not reached an Agreement by the November 15 immediately preceding the June 30 expiration date of this Agreement, the following procedure shall be followed:

- (a) On or before November 15, each party shall provide written notice to the Iowa Public Employment Relations Board at Des Moines, of their bargaining relationship and request appropriate assistance through the mediation services of that office.
- (b) In the event an Agreement has not been reached by January 1, the parties will meet to select an impartial arbitrator. Should they be unable to mutually agree upon such arbitrator, they will immediately jointly request the Iowa Public Employment Relations Board to provide a panel of five (5) qualified arbitrators from which one (1) will be selected through the process of alternate strikes.
- (c) In the event the parties have not reached Agreement by January 15, they shall immediately in writing so notify the arbitrator previously selected certifying to such arbitrator each issue upon which impasse has been reached and the respective final proposals on same. The arbitrator shall promptly conduct a hearing relating to the impasse issues and shall consider in addition to any other relevant factors the bargaining history of the current negotiations, a comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to the factors peculiar to the area and classifications involved; the interest and welfare

of the public, the ability of the Employer to finance economic adjustments, and the affect of such adjustments on the normal standard of services; and the power of the Employer to levy taxes and appropriate funds for the conduct of its operations.

- (d) The decision of the arbitrator on each impasse issue shall be rendered in writing on or before February 15 and shall be binding upon the parties unless contrary to law.

ARTICLE 14 **LEAVES OF ABSENCE**

1. Employees must, at the earliest possible date, make written request to their department head for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired.

2. Illness or Injury Leave. A leave of absence for disabling or confining illness or injury will be granted by the Sheriff on the basis set forth in Article 15 hereof. Provided the employee is under a doctor's care and it is reasonable to assume that he will be able to return to his job, such leave may extend up to sixty (60) calendar days after the exhaustion of the employee's accrued and unused paid sick leave. The Sheriff may extend the leave beyond the sixty (60) calendar days at his discretion.

3. Maternity Leave. A leave of absence for maternity purposes will be granted by the Employer on the basis set forth in Article 16 hereof.

4. Leaves for On-the-Job Injuries. A leave of absence will be granted by the Employer to any employee for absence required as a result of an on-the-job injury covered by Iowa Workers' Compensation Insurance. During such leave, the employee will

be compensated with hourly sick leave benefits, up to the total of accrued sick leave benefits then earned by the employee, so that the sum of the workers' compensation benefits and net (after taxes and other lawful deductions) sick leave benefits equals his net (after taxes and other lawful deductions) regular straight time wages. For purposes of this calculation "regular straight time wages" refers to the employee's last completed pay period prior to the date of injury. In order to receive such supplemental benefits, a written statement from a practicing physician, dentist or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the appropriate department head.

5. Special Leave. For proper cause the Sheriff may authorize special leaves of absence for periods up to thirty (30) calendar days. Such leaves may be extended at the discretion of the Sheriff.

6. Fringe Benefits During Leaves of Absence. A regular full time employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage during those months in which he receives no earned benefits (for hours worked, paid vacations, sick benefits, etc.) by making such arrangements with the payroll department in the Auditor's office and paying the full cost thereof on or before the due date of each monthly premium. However, such employee (one on authorized leave of absence without pay) will not accrue vacation or sick leave benefits while on such a leave.

7. Military Leave. Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the department head before any salary or wage reimbursement is paid.

8. Status on Return from Leave. Employees returning from authorized leaves of absence will return to their regular jobs.

9. Family and Medical Leave Act Compliance.

(a) The Employer will provide up to twelve (12) weeks of unpaid family and/or medical leave during the calendar year (January 1st through December 31st) to eligible employees in accordance with the requirements of the Federal Family and Medical Leave Act. An eligible employee may request unpaid medical leave in the event the employee is unable to perform the essential functions of his/her job due to a serious health condition. Family leave may be requested by eligible employees for any of the following reasons:

1. for the birth or care of a newborn child;
2. placement of a child with the employee for adoption or foster care;
or
3. to care for a spouse, child or parent who has a serious health condition.

This section shall apply to all requests for a leave of absence made by an eligible employee for absences that are covered by the Federal Family and Medical Leave Act.

(b) In order to be eligible to take family and/or medical leave, an employee must have:

1. worked for the Employer for more than twelve (12) months; and

2. worked at least 1,250 hours for the Employer during the preceding 12-month period.
- (c) An employee requesting family and/or medical leave must give his/her Department Head at least thirty (30) days advance notice if the reason for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care, or planned medical treatment. If thirty (30) days advance notice is not possible given the particular circumstances of the employee's request for family and/or medical leave, the employee must give his/her Department Head notice of the request for leave as soon as is practicable, but no later than one (1) or two (2) work days from the time when the employee first learns of the need for a leave of absence from work. The Employer's family and medical leave of absence forms and medical certification forms must be used for all requests for family and/or medical leave.
- (d) The Employer may require medical certification from the employee's health care provider if the employee requests family leave to care for a child, spouse or parent with a serious health condition, if the employee is requesting family and/or medical leave on an intermittent or reduced leave basis, or if the employee is requesting medical leave because the employee is unable to perform the essential functions of his/her job due to a serious health condition. In addition, the Employer may request another medical certification, at the Employer's expense, from a second health care provider. The Employer may also require a final and binding medical certification from a third health care provider, selected jointly by the employee and the Employer, and paid for by the Employer.

Employees who have been unable to work due to their own serious health condition must provide the Employer with a written release to return to work from a health care provider before returning to work following the completion of their medical leave of absence.

- (e) Employees will be required to first substitute their paid accrued vacation time and then their paid accrued personal leave for an equivalent portion of any approved unpaid family leave taken under this section. Employees who take approved family leave to care for a parent, child or spouse with a serious health condition, will be required to first substitute their paid

accrued vacation time and paid accrued personal leave for an equivalent portion of the approved unpaid family leave. Employees will be required to first substitute their paid accrued sick leave and then their paid accrued vacation time and paid accrued personal leave for an equivalent portion of any approved unpaid medical leave. The remaining portion of the approved family and/or medical leave will be unpaid.

10. Substance Abuse Treatment and Rehabilitation. An employee who is on an approved leave of absence will be permitted to use sick leave and/or vacation time to receive the employee's regular compensation for a period up to thirty (30) work days. Extensions may be granted by the employer after consultation with the employee, the employee's doctor and any independent evaluator selected by the employer.

ARTICLE 15

ILLNESS AND INJURY LEAVE AND SICK LEAVE PAY ACCRUAL

1. Regular full time employees shall accrue one and one-half (1-1/2) work days of paid sick leave for each completed continuous month of service from date of last hire. A month of service is any calendar month in which an employee works and/or is paid vacation, sick leave or holiday benefits totaling eighty (80) hours or more. Probationary employees shall not accrue sick leave benefits until they have successfully completed their probationary period, at which time they will be credited for all benefits since their date of hire.

Part-time employees shall accrue sick leave benefits on the same basis as regular full-time employees except that accrual will be at the rate of six (6) hours for each

calendar month in which they average twenty (20) hours worked per week with a maximum total accrual of two hundred (200) hours.

2. In order to qualify for illness and injury leave benefits (sick leave), an employee desiring to take a sick leave must, as soon as is reasonably possible, notify his immediate supervisor indicating the nature of the illness or injury and the anticipated length of absence. Prior to approving the sick leave, the employee's department head may, where there is cause to believe the employee is not entitled to sick leave benefits, require verification of the employee's condition through a statement from the employee's doctor certifying the employee's disabling sickness or injury or through examination of the employee by a doctor of its choosing. In the latter case, the doctor's cost will be borne by the Employer. Should a difference exist between the employee's doctor and the employer's doctor as to whether sick leave benefits are to be allowed, the issue will be submitted to a doctor selected by the Delaware County Medical Association whose decision will be binding.

3. Earned sick leave benefits will only be paid for and applied against regular scheduled work days lost by the employee due to a bona fide illness or injury which is disabling or requires confinement except that:

- (a) a maximum of one (1) day's benefits will be paid for attending routine doctor or dentist appointments where such appointments cannot be scheduled during non-working hours;

- (b) no benefits will be paid for absence due to illness or injury occurring after an employee is or has given notice of termination of employment except where an employee has provided two (2) weeks notice of termination;
 - (c) up to five (5) days of accrued sick leave per contract year may be used when a member of the employee's immediate family has an injury or illness. These days may be used only in ½ or full day increments.
4. Sick leave benefits will be paid at the employee's regular straight time rate within his regular job classification as of the initial date of such absence.
5. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.
6. Misuse of sick leave or misrepresentation in connection therewith shall constitute proper cause for suspension without pay for the first offense and discharge for the second offense.
7. No benefits will be paid for disability or confinement due to illness or injury while the employee is on vacation or leave of absence.
8. Employees who die or permanently retire from active employment (i.e., meet the eligibility requirements for a "bona fide retirement" under IPERS and do not have IPERS retirement benefits reduced by other "full-time employment" as defined in IPERS), shall receive fifty percent (50%) of their accrued and unused sick leave as of the date of such death or retirement. The maximum payment is 65 days (50% times 130 days). Payment shall be in a lump sum computed by applying the employee's hourly rate to the normal work week at the time of death or retirement and commence the day

following the employee's death or retirement and continue until the fifty percent (50%) of the accrued and unused days of sick leave are exhausted. Alternatively, the County sponsors a Vantage Care Retirement Health Savings Program through ICMA Retirement Corporation to allow employees to contribute the dollar value of unused sick leave as computed above for use to pay health insurance premiums for the County's group health insurance or other appropriate expenses allowed by the ICMA program. The ICMA program (and any applicable state or federal tax regulations) will govern employees' participation in the ICMA program. Employees who properly elect to contribute unused sick leave to the ICMA program may contribute 77% of 130 days (100 days) for this purpose. An election to use the ICMA program is irrevocable. Except as specifically provided above, there will be no payment or other form of reimbursement for accumulated sick leave upon the termination of employment.

9. Absences qualifying for sick leave benefits will be charged in increments of not less than one (1) hour.

10. An employee may contribute accrued vacation/personal days and sick leave to benefit another member of the AFSCME bargaining units at the Sheriff's Office or Roads Department. The employee receiving the contribution must be suffering from a catastrophic illness/injury and have exhausted his or her sick leave and personal days. An employee may receive contributions for only one catastrophic illness/injury during the employee's employment with the County. The contribution must be in full-day

increments. The contributing employee may contribute one day of vacation/personal day for every day of contributed sick leave up to a maximum of a total of four days (two vacation/personal days and two sick leave days). All such contributions must be in writing and are irrevocable. Such contributed benefits are paid to the receiving employee as a standard sick leave/vacation/personal day of the receiving employee.

ARTICLE 16 **MATERNITY LEAVE**

1. A regular full time employee will be granted a maternity leave on the following basis:

- (a) the employee must present a written statement from her attending physician on or before the beginning of her seventh (7th) month of pregnancy certifying the date to which she may continue performing her regular work responsibilities without endangering her health. On the date certified by the attending physician, the employee will be placed on maternity leave. At that time, the employee is to advise her department head in writing as to whether she will return to work at the end of her maternity leave.
- (b) it is anticipated that under normal circumstances the employee will return to work within eight (8) weeks after delivery. Failure of the employee to contact her department head and arrange a mutually satisfactory date of return to work within twelve (12) weeks of delivery shall effect an automatic termination of employment unless otherwise agreed in writing by the Employer and the employee.
- (c) upon returning to work, the employee shall provide her department head with a written statement from her attending physician certifying that she is able to then return to work on a regular full time basis.

2. An employee placed on maternity leave may apply all of her accrued vacation and sick leave benefits toward the work time lost during such leave. At the exhaustion of these benefits, the employee will continue on maternity leave but without pay.

ARTICLE 17 **BEREAVEMENT LEAVE**

1. An employee shall be entitled to take emergency leave with pay in the amount of the straight time earnings lost by the employee in arranging for and attending the funeral of the following members of the employee's family:

- (a) Spouse, parent, child (including a stepchild living in the employee's home), brother, sister, and grandparent - a paid leave of absence of five (5) working days.
- (b) Mother-in-law, father-in-law, brother-in-law, and sister-in-law - a paid leave of absence of two (2) working days. (For purposes of this Article, "brother-in-law" and "sister-in-law" are defined to mean the spouse of the employee's brother/sister or the brother/sister of the employee's spouse).
- (c) Son/daughter-in-law and grandchild - a paid leave of absence of one (1) working day.

2. The employee's department head may, in his discretion, grant:

- (a) An unpaid bereavement leave in the event of the death of a relative not covered by this Article.
- (b) An extended bereavement leave on an unpaid or earned vacation basis at the employee's option.

ARTICLE 18
PAID HOLIDAYS

1. There shall be eleven (11) regular paid holidays (eighty-eight (88) hours), namely: New Year's Day; employee's Birthday; Presidents Day, Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day, and a single floating holiday to be chosen by the bargaining unit at the meeting to bid shifts under Article 7 that is held before the start of the next contract year. If the employee's Birthday falls on one of the other designated holidays, the employee may take an additional day off with pay at such time as may be satisfactory to both he and the Department Head. The Employer may schedule additional paid holidays as, in its judgment, appear appropriate.

In addition, each employee (full-time) shall be entitled to three (3) days of paid personal leave (twenty-four (24) hours) during a contract year. Part-time employees shall be entitled to two (2) paid personal days during a contract year after completing one (1) year of continuous service; three (3) paid personal days during a contract year after completing five (5) years of continuous service; four (4) paid personal days during a contract year after completing seven (7) years of continuous service; five (5) paid personal days after completing nine (9) years of continuous service; six (6) paid personal days after completing eleven (11) years of continuous service; and for contract years July 1, 2001 and after; seven (7) paid personal days after completing thirteen (13) years of

continuous service; and eight (8) personal days after completing fifteen (15) years of continuous service. Any employee desiring to take paid personal leave shall give the Sheriff at least three (3) days advance notice, except where, for good cause, this is not possible. Personal leave may be taken in 4, 8 or 10-hour increments. Not more than one (1) unused paid personal leave day can be carried over from one contract year to another. With this exception unused paid personal leave days are forfeited at the end of each contract year.

2. In scheduling paid personal leave days seniority shall govern provided employees submit their requests at least thirty (30) calendar days prior to the requested time off. When such requests are not submitted thirty (30) calendar days in advance, they will be granted on a first come first served basis. Employees qualifying for holiday pay shall receive their regular pay for the designated holiday not worked. Regular full time and part time employees required to work a paid holiday will receive one and one-half (1-1/2) times their regular hourly rate of pay for each holiday hour worked which shall be in addition to their holiday pay. In the event payment of the holiday premium would result in the employee receiving more than the total annual compensation permissible under Chapter 331.904(2) of the Iowa Code, the employee will be compensated for the holiday premium at the rate of one and one-half (1½) hours off for each premium hour worked.

3. To qualify for holiday pay, the employee must have been in the employ of the Employer for not less than thirty (30) calendar days and have worked his full scheduled work day immediately preceding and following the holiday unless excused by the Employer for good cause.

4. Paid holidays will be celebrated on the day which they occur.

5. Should a paid holiday fall during an employee's vacation, he may take an additional day off with pay at such time as may be satisfactory to both he and the Employer.

6. An employee will not receive holiday pay while on leave of absence unless he is on an authorized sick leave and entitled to sick leave benefits for the holiday, in which case he will receive holiday pay in lieu of the sick leave benefit.

7. Part time employees shall receive holiday pay on a pro rata basis according to the ratio the part time employee's regular weekly work schedule bears to forty (40) hours, e.g., if the part time employee's regular weekly work schedule is thirty (30) hours, he will receive six (6) hours holiday pay.

ARTICLE 19 **VACATIONS**

1. An employee shall be entitled to a paid vacation on the following basis:

After completion of one (1) year of continuous service* - four (4) or five (5) work days totaling forty (40) hours, depending on the work schedule.

After completion of two (2) years of continuous service - eight (8) or ten (10) work days totaling eighty (80) hours, depending on the work schedule.

After completion of nine (9) years of continuous service - twelve (12) or fifteen (15) work days totaling one hundred twenty (120) hours, depending on the work schedule.

After completion of fifteen (15) years of continuous service, one (1) additional work day (8 or 10 hours) for each continuous year of service thereafter up to a maximum of twenty (20) work days totaling one hundred sixty (160) hours, depending on the work schedule.

* Continuous service with the Employer

2. Vacation pay will be reduced one-twelfth (1/12) for each calendar month during which the employee fails to work. Work days lost by reason of injuries compensable under Iowa Workmen's Compensation law, paid sick leave, paid vacation time in increments of not less than one (1) week each, paid bereavement leave, and paid holidays will be counted as days worked for the purpose of computing vacation benefits.

3. Vacations will be scheduled by the Sheriff according to departmental operational requirements and the written preferences and seniority of the employees. There must be an appropriate work force on hand at all times. Employees may divide their vacations into minimum units of one (1) day each, i.e., eight (8) or ten (10) hours, depending on the work schedule. The scheduling of vacation choices of dates and length shall be governed by seniority provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not

submitted sixty (60) calendar days in advance, vacations will be granted on a first come first serve basis.

4. No vacation rights shall accrue to any employee who is discharged for proper cause. Other employees will be paid on a pro rata basis for all earned and accrued vacation as of the date of termination. Accrued vacation benefits for deceased employees will be paid to the employee's estate.

5. There shall be no vacation carry over, but an employee who is unable to complete his vacation within the vacation year due to Employer work assignments will be paid for the vacation so lost. Provided, however, the Sheriff reserves the right to require an employee to take earned vacation time off if otherwise the employee will lose such earned vacation time off.

ARTICLE 20 **PAY PERIODS**

1. The payday for both hourly and salaried employees shall be every other Friday and shall cover all hours through the preceding Saturday.

ARTICLE 21 **BULLETIN BOARDS**

1. The Employer will maintain bulletin boards at such locations as it may determine with due consideration being given to the convenience of the employees. The Labor-Management Committee shall have the use of same at all times to post notices of meetings, notices of interest to employees pertaining to County activities and for other

appropriate purposes, providing that said bulletin boards shall not be used for political purposes, or for any misstatements or for any purpose that will be in any way injurious to the Employer and/or its employees. Notices in violation of the foregoing may be removed by the Employer.

2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, at the Employer's shops or job sites. Such acts shall constitute proper cause for discharge.

ARTICLE 22 **SAFETY**

1. The Employer, the Union and the employees will comply with all applicable Federal, State and local safety and health laws and the regulations issued thereunder.

2. Matters of employee safety in the performance of their jobs and the operation of Employer equipment will be proper subjects for discussion and action at the monthly Labor-Management Committee meetings with the Employer.

ARTICLE 23 **DISCIPLINE**

1. Disciplinary action will be taken against an employee only for good cause and shall be subject to the grievance procedure.

2. The progressive system of discipline will be followed where appropriate, i.e., oral warning or counseling, written warning, suspension and discharge.

3. Warnings, suspension or discharge of an employee will be promptly confirmed in writing to the employee with copy to his steward or a member of the Labor-Management Committee. Should a grievance be filed with regard to a suspension or discharge, it will commence at Step 2 of the grievance procedure.

4. This Article shall apply only to employees not within the classified civil service positions covered under Chapter 341A of the Iowa Code.

ARTICLE 24 **WORK RULES**

1. The Sheriff will post or distribute work rules, regulations and changes therein. Except in emergency cases, copies of new rules, regulations and changes will be provided the Chairman of the Labor-Management Committee five (5) days in advance of posting.

2. The Sheriff's work rules and regulations shall not be in violation of this Agreement and are subject to the grievance procedure.

ARTICLE 25 **JOB CLASSIFICATIONS AND WAGE RATES**

1. By this reference, the job classifications and wage rates set forth in the attached Exhibit "A" is incorporated herein and made a part of this Agreement.

ARTICLE 26 **CHECK-OFF**

1. The Employer will deduct current Union membership dues from the pay of each employee who individually makes written request for such deduction. The Union

Treasurer shall immediately and from time to time as necessary certify the monthly dues rate to the Employer. All sums deducted by the Employer will be promptly remitted to the Union Treasurer at the County Shop at Delaware, Iowa, together with a list of the employees against whom the deductions were made.

2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off or leave of absence.

3. The Employer will deduct current membership dues from the pay of employees for the first pay period in the calendar month. If the employee has no pay coming for the first pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from his pay in the subsequent pay period in which he has earnings. The initial deduction from the pay of an employee signing a new written authorization shall be from the first pay period of the calendar month if received two (2) weeks or more in advance thereof, otherwise in such pay period for the following calendar month.

4. Employees may terminate the dues check-off authorization at any time by giving thirty (30) days written notice of same. Unless otherwise provided by law, such notice shall be to the Employer with copy to the Union.

5. The Employer shall not be liable to either the Union or to any employee for inadvertent error in the performance of its responsibilities under this Article, nor shall anything herein be construed as an obligation on the part of the Employer for the

payment of Union dues or for the disposition of the "check-off" funds delivered to the Union.

ARTICLE 27 **INSURANCE**

The Employer will make its group medical, hospital and life insurance programs available to full-time employees and will pay the entire cost of the premiums thereon, specifically: Wellmark Blue Cross/Blue Shield, AH3, QTN, effective July 1, 2006 (single, two person and family premium) and life insurance (\$10,000 life and \$10,000 accidental death). In addition to the Wellmark plan, the Board will self fund the deductible and out-of-pocket maximum to \$500 single/\$500 family under the same terms and conditions as the Wellmark Plan. During the term of this Agreement, before making any proposed changes in the plan, provider or self funding of group medical or hospital insurance, the Employer shall submit the proposed change to the Union. No change will occur without the written consent of the Union, which consent shall not be unreasonably withheld. Any disputes will be resolved through the grievance procedure beginning at Step 3.

For the contract year July 1, 2006, through June 30, 2007, the Union agrees to participate in any committee of Delaware County employees established to address changes in the County insurance program. Such committee may evaluate changes, including, but not limited to, employee contributions to health insurance through the cafeteria plan, County contribution to a tax sheltered annuity for employees who opt out

of family health insurance as a result of coverage elsewhere, and County contribution toward the cost of health insurance for retirees who remain on the County health insurance plan and coverage on the County plan for spouses of retirees. The bargaining committee of the sheriff's department bargaining unit will participate in the committee. The Union agrees to promptly schedule a vote by its members regarding any change to be implemented during the contract year July 1, 2006, through June 30, 2007, as a result of the work of the Committee.

Part time employees may make application to the insurance carrier for coverage under the Employer's group medical and hospital insurance program only. Such application must be made during an open entry period prior to the insurance contract anniversary date. Newly hired regular part time employees may exercise the option within the two week period following the successful completion of their probationary period. The acceptance or rejection of the insurance application will be in accordance with the established rules of the insurance carrier regarding such matters. The part time employee will pay the full cost of any such insurance acquired and there will be no obligation or liability on the part of the Employer for same.

ARTICLE 28 **UNIFORMS AND ACCESSORIES**

1. The Employer will continue its current practice in effect on November 4, 1985 of supplying uniforms, weapons, and other accessories.

ARTICLE 29
JURY DUTY

1. First shift employees who are called to and report for jury duty in any State or Federal Court or grand jury and who, by virtue of such duty, lose time from work shall receive for each day of jury duty performed the difference between the employee's regular straight time hourly rate for the number of hours regularly worked on the date lost and the jury fee to which the employee is entitled, subject to the following conditions:

- (a) such employee when released from jury duty in state court in Delaware County must report for work within one (1) hour after the employee's release. Such employee when released from jury duty in federal court or state court outside Delaware County must report to work within two (2) hours after the employee's release;
- (b) such employee shall notify the Employer within five (5) work days from the date he receives notice of his selection for any jury service;
- (c) such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;
- (d) in computing the daily sum due to such an employee, the hours to be paid shall be reduced to reflect the actual hours worked by such employee's shift if less than the number regularly worked.

2. Employees who work shifts other than first shift will be excused from work at least eight (8) hours before they are scheduled to report for jury duty in any state or federal court or grand jury. Such employees who lose time from work shall receive the

difference between the employee's regular straight time hourly rate for the number of hours lost that are regularly worked and the jury fee to which the employee is entitled subject to the following:

- (a) such employee when released from jury duty in state court in Delaware County must report to work within one (1) hour or within two (2) hours when released from jury duty in federal court or state court outside Delaware County. Such employee may request that the Department Head or designee further release the employee from the remainder of the shift or some or all of the next scheduled shift if reporting to work will result in an unreasonably short rest period between the end of jury duty and work.
- (b) such employee shall notify the Employer within five (5) work days from the date he receives notice of his selection for any jury service;
- (c) such employee shall provide the Employer with a written statement from the appropriate public official showing the date and time of service and the amount of pay received;
- (d) in computing the daily sum due to such an employee, the hours to be paid shall be reduced to reflect the actual hours worked by such employee's shift if less than the number regularly worked.

ARTICLE 30 **SEPARABILITY AND SAVINGS**

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

ARTICLE 31

TERM


1. Subject to the provisions of paragraph 2 below, this Agreement shall be binding upon the parties hereto from July 1, 2006 through June 30, 2007, and shall continue in full force and effect for periods of one (1) year thereafter, the same as though extended for such yearly periods in writing, unless on or before the September 15 preceding the expiration date of the Agreement or any automatic extension thereof notice is given in writing by either party of a desire to effect a cancellation or modification of the Agreement.

2. During the period of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other matters not specifically set forth in this Agreement, except that either party may reopen the Agreement as to wages only for Sergeant, Deputy Sheriff and Probationary Deputy Sheriff in the event the Iowa State Legislature enacts legislation effective during the term of this Agreement whereby the method of determining the Delaware County Sheriff's annual base salary (as defined in Chapter 331.904(2) of the Iowa Code) is changed in such a way as to impact on the wages for such employees.

EXECUTED this 10th day of April, 2006.

DELAWARE COUNTY, IOWA

By Its Representative:



JAMES M. PETERS

By Its Board of Supervisors:

Bill Skinner
Steven L. Koeneke
Shirley E. Helmreichs

LOCAL NO. 1835 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
BY MUNICIPAL EMPLOYEES AFL-CIO

By Its Council #61
Representative:

Tom Anthony

By Its Bargaining Committee:

Francis H. Porter
Eric S. Hobbs

DELAWARE COUNTY SHERIFF'S DEPARTMENT

APPENDIX "A"

WAGE SCHEDULE

Effective July 1, 2006 through June 30, 2007

Sergeant	84½% of the annual base salary** of the Delaware County Sheriff
Deputy Sheriff with not less than three (3) years of con- tinuous service as a Delaware County deputy sheriff	83½% of the annual base salary** of the Delaware County Sheriff
Deputy Sheriff who has satis- factorily completed probation but has completed less than three (3) years of continuous service as a Delaware County deputy sheriff	82% of the annual base salary** of the Delaware County Sheriff
Probationary Deputy Sheriff	78% of the annual base salary** of the Delaware County Sheriff

Any of the above classifications who also serve as lead jailer will receive an additional ½% of the annual base salary of the Delaware County Sheriff.

* Subject to possible reopening under Article 31, Term, paragraph 2 of this Agreement.

** As defined in Chapter 331.904(2) of the Iowa Code for fiscal year 1987-88.

Jailer Officer	\$11.64 per hour effective 7/1/06
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Newly hired Lead Jailers and/or Jailer Officers will be paid as follows:

Start: 90% of the regular hourly rate for their assigned job classification; after six (6) months on the job 95% of the regular hourly rate for their assigned job classification; after twelve (12) months on the job 100% of the regular hourly rate for their assigned job classification.

JAIL MEALS, LAUNDRY AND SEAMSTRESS SERVICES

In the event a bargaining unit employee is assigned the responsibility of providing Delaware County jail inmates with meals, laundry and seamstress services, the compensation therefore shall be as follows:

1. For each prisoner meal prepared the employee will be reimbursed the sum of \$3.25; \$3.45 effective July 1, 1998; and \$3.65 effective July 1, 1999. The meal will be prepared during the employee's hours of work and compensation according to Appendix "A" of the contract.
2. Inmate laundry and seamstress services will be performed during hours of work and compensated according to Appendix "A" of the contract. Items necessary to complete these tasks such as, but not limited to, needles, thread, soap powder, bleach, and fabric softener, will be reimbursed by claim submitted and paid, in accordance with routine county policy concerning claims.
3. The assigned employee and his/her family may rent the County owned residence adjacent to the jail for the period so assigned at a rental not to exceed \$200.00 per month. The employee will be responsible for all utilities and the usual tenant occupancy responsibilities and obligations.

LETTER AGREEMENT

This Agreement is entered into between Delaware County Iowa and Local 1835, affiliated with the American Federation of State, County and Municipal Employees (AFL-CIO). This Agreement is effective July 1, 2006 through June 30, 2007. The purpose of this Agreement is to allow the Parties to agree to non-binding mediation to resolve proper appeals to the Civil Service Commission pursuant to Iowa Code Section 341A.12.

The Parties are parties to a collective bargaining agreement. A portion of that collective bargaining agreement in Article 23, expressly does not apply to employees who are within classified civil service positions covered by Chapter 341A.

Any person within a classified civil service position under Chapter 341A who is removed, suspended, or demoted, has the right to appeal to the Civil Service Commission pursuant to Iowa Code Chapter 341A.12. In the event of a timely appeal filed by the affected employee with the Civil Service Commission, the parties may mutually agree to submit the dispute to non-binding mediation. If the Parties agree to pursue such non-binding mediation, the parties will agree to waive any dispute regarding the timeliness of any hearing before the Civil Service Commission.

The Parties will request an informal mediator from the Federal Mediation and Conciliation Service, the Public Employment Relations Board, or any other entity or person that the Parties mutually agree to use as a mediator.

The cost of any mediation will be borne equally by the Parties.

If a settlement cannot be reached through mediation, the Parties have the right to continue with the Civil Service appeal process.

Delaware County by
its Chief Negotiator



James M. Peters

American Federation
of State, County and
Municipal Employees
(AFL-CIO)



Tom Anthony